

REMARKS

In the Office Action mailed August 29, 2003, Claims 1 – 7 and 9 – 23 were rejected under 35 U.S.C. §112 as failing to recite sufficient communications links between elements; Claims 1 – 7, 9 – 11, 13 – 18, and 23 were rejected under 35 U.S.C. §102(e) as anticipated by U.S. Pat. Publ. No. 2001/0037247 (“Haseltine”); and Claims 12 and 19 – 22 were rejected under 35 U.S.C. §103(a) as unpatentable over Haseltine.

Claims 6, 7, 9, and 18 have been canceled, and Claims 1 – 5, 11, 13, 14, 16, 17, 23, and 24 have been amended. The amendments address the §112 rejections by adding specific recitations of communications links (*see* Application, Figs. 1A – 1C and p. 5, ll. 30 – 33), and further limit the claims in certain respects. In particular, the claims are now directed specifically at managing noncredit transactions (*see id.*, p. 5, ll. 15 – 17) with an Internet merchant (*see id.*, p. 5, ll. 13 – 15), with shipment of the goods being initiated directly to the customer from the Internet merchant (*see id.*, p. 9, ll. 21 – 22) and noncredit payment being made by the customer at one of the provider offices (*see id.*, p. 8, ll. 20 – 22).

The combination of limitations now recited is neither taught nor suggested by Haseltine. While the claims provide methods and systems for managing a noncredit transaction for a sale of goods between a customer and an Internet merchant, Haseltine is specifically concerned with the very different issue of providing sales that allow the customer to examine goods before a transaction is completed:

[T]he inventive aspect of this secured exchange facility of the service is the way a buyer/receiving-user is afforded an opportunity to refuse the item once the buyer has a chance to inspect.
(Haseltine, ¶54, reference labels omitted).

Examining the goods prior to completion of the transaction is motivated in Haseltine by sales between separated private parties, such as may occur on an Internet auction site (*id.*, ¶51). As such, the exchange-facility embodiments described in connection with Fig. 2 of Haseltine are not even specifically relevant to transactions where the selling party is a *merchant*, as required by the claims. There is clearly a greater need for prior inspection of goods

provided as part of an auction transaction with an anonymous party than there is with merchant transactions. Haseltine itself doesn't even suggest that such an arrangement be used with Internet merchants ("e-tailers" in Haseltine), teaching instead that a mechanism be provided for the return of unsatisfactory merchandise after delivery when merchant sales are conducted (*see generally id.*, discussion of Fig. 1). Thus, while the claims require that shipment of the goods be to the customer, Haseltine teaches only delivery of the goods to the association service when describing the exchange-facility embodiments of Fig. 2 — such delivery may be to an associate local to the seller (*id.*, ¶52) or to an associate local to the buyer (*id.*, ¶53), but is always to an associate so that the buyer may have the opportunity to inspect (*id.*, ¶54). While such a mechanism may work well for largely anonymous private-party sales originating on an auction site, it is wholly impractical for the merchant sales embodied by the claims; to deliver goods always to an intermediary would be inconvenient for customers and impact negatively on a competitive business.

Not only do the claims require shipment directly to the customer, they also address a specific concern of some customers to avoid disclosure of credit information, allowing the customer to make noncredit payment *at* one of the provider offices. There is no disclosure of recording confirmation of noncredit collection of a cost at a provider office in Haseltine, which instead teaches in its discussion of e-tailer transactions that "[p]ayment is customarily achieved by credit card" (*id.*, ¶27), and confirms that credit payments are also expected when its exchange-facility system is used between private parties (*id.*, ¶ 55). In fact, these disclosures thus teach directly away from the claim limitation of recording confirmation of noncredit collection of cost.

Since all of the claims now include limitations requiring management of noncredit transactions in which goods are shipped directly to the customer, and since there is no teaching or suggestion of such limitations in the cited art, the claims are believed patentable.

Appl. No. 09/965,667

Amdt. dated November 13, 2003

Reply to Office Action of August 29, 2003 (paper no. 11)

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CONCLUSION

In view of the foregoing, Applicants believe all claims now pending in this Application are in condition for allowance. The issuance of a formal Notice of Allowance at an early date is respectfully requested.

If the Examiner believes a telephone conference would expedite prosecution of this application, please telephone the undersigned at 303-571-4000.

Respectfully submitted,



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